

# REQUEST FOR QUOTATION

QUOTE DUE DATE 6/13/2006

TO: \_\_\_\_\_

(Please enter your company name above)

ATTN Quote Desk

**THIS IS A QUOTE, NOT AN ORDER  
PLEASE QUOTE PROMPTLY**

City may accept the quote which is the most advantageous to the City which may not necessarily be the lowest quote. The City has the right to accept all or part of this quote.

## CITY OF SAN JOSE FINANCE/PURCHASING

200 EAST SANTA CLARA ST., SAN JOSE, CALIFORNIA, 95113-1905 FAX: (408) 292-6480

DATE: 6/5/2006

REPLY TO: Daryl Gerstenberger (408) 535-7057

QUOTE#: 01334

**VENDOR: YOU MUST COMPLETE THIS INFORMATION IN ORDER FOR YOUR QUOTE TO BE ACCEPTED.**

<b>1. Business Name</b>			
<b>Business Address</b>		Street: _____ City: _____	
		ZIP: _____ County: _____ State: _____	
<b>Remittance Address</b>		Street: _____ City: _____	
		ZIP: _____ County: _____ State: _____	
<b>Telephone No.</b>		FAX No.: _____ E-mail Address: _____	
<b>Type of Business</b>		<input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Corporation - Name State of Incorporation: _____	
		<input type="checkbox"/> General Partnership <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Other (explain): _____	
<b>2. We agree to ship within</b> _____ <b>days, from:</b> _____, <b>via:</b> _____			
<b>3. F.O.B Point: DESTINATION*</b> If Bidder changes to F.O.B. Shipping Point, Bidder Must provide freight charges: \$ _____			
<b>4. Terms:</b> N/30 or _____ % N/20. This is the minimum acceptable discount period the City will consider.			
<b>5. Are you incorporated?</b>		Yes <input type="checkbox"/> No <input type="checkbox"/> If No, Please provide completed W-9 Form	
<b>6. City of San Jose Business Tax Certificate #</b> _____ CA Contractor's License (If applicable): _____			

<b>Environmental Friendly Product? (Optional)</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>	<b>Recyclable?</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Mercury content?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<b>Less toxic alternatives available?</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes, explain: _____

<b>Local Preference (Optional)</b> - Based upon the information supplied below, I hereby certify that my firm qualifies as:	
<input type="checkbox"/>	LOCAL BUSINESS ENTERPRISE - (LBE) - The business has the following: 1) an office with at least one employee located in Santa Clara County, California, and 2) a current San Jose Business Tax Certificate.
<input type="checkbox"/>	SMALL BUSINESS ENTERPRISE - (SBE) - The business must qualify as an LBE and have 35 or fewer employees (This number is for the ENTIRE business - NOT just local employees). State number of employees: _____

The following determinations have been made with respect to this procurement: (for official use only)			
<b>Type of Preference</b>	<input checked="" type="checkbox"/> Price is Determinative	<input type="checkbox"/> Price is Not Determinative	<input type="checkbox"/> LBE/SBE Not Applicable
<b>Amount of Preference</b>	LBE preference = 2.5% of Cost	LBE preference = 5% of Points	SBE preference = 2.5% of Cost
	SBE preference = 2.5% of Cost	SBE preference = 5% of Points	

**REQUEST FOR QUOTATION**

QUOTE#: 01334

**CITY OF SAN JOSE  
FINANCE/PURCHASING****200 EAST SANTA CLARA ST., SAN JOSE, CALIFORNIA, 95113-1905 FAX: (408) 292-6480****DESCRIPTION**

The City of San Jose will issue an Open Service Order for the period of 7/1/06 - 6/30/07 for the following:

FOR THE PURCHASE OF ABS DRAIN WASTE PIPE, FITTINGS &amp; GLUES AS REQUIRED. NOT TOOLS!

Please provide pricing on attached "ABS Pipe Parts" List.

The City shall have the option, at its sole discretion, to exercise two (2) one (1) year extensions for this open service order.

NOTE: Please refer to the attached "Option to Renew Letter" for price escalation provisions for contract extension periods.

Included in this solicitation are the following documents related to this Request for Quotation (RFQ):

-RFQ Form

-Price List

-Terms and Conditions (governing Purchase Order)

Submittals required for your quotation to be considered responsive

-RFQ Form

-Price List (on City's form)

Requirements of vendor:

-On all packing Slips and Invoices, Vendor shall reference the City's Stock Numbers, Purchase Order Number and Sales Order Number.

**NOTE: PLEASE BREAK OUT SALES TAX SEPARATELY****ALL QUOTES, INCLUDING NO BIDS, MUST BE RETURNED TO REMAIN ON CITY'S APPROVED VENDOR LIST.****Attachments:**    ☐ Insurance Requirements    ☐ Prevailing Wage Policy    ☐ Living Wage Policy

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: City: \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

CSJ	Part #	Description	Part #	Mfgr. #	Offered	CSJ UOM	Annual Usage	1st year Unit Cost=	Extended annual cost
780700	Pipe, ABS, 4", Adapter, Cleanout Fitting	ADW VCOAP	A3704	EA	71				
780705	Pipe, ABS, 4", Adapter, Female	ADW VFAP	A2894	EA	162				
780710	Pipe, ABS, 4", Bend, 1/6	ADW V6P	A2604	EA	15				
780715	Pipe, ABS, 4", Bend, 1/8	ADW V4P	A2504	EA	8				
780720	Pipe, ABS, 4", Bend, 1/16	ADW V2P	A2554	EA	25				
780725	Pipe, ABS, 4", Combination 'L TTY'	ADW VCOMBP	A4304	EA	125				
780730	Pipe, ABS, 4", Coupling, ABS to ABS	ADW VCP	A3004	EA	170				
780731	Coupling, 4" CI x 4" ABS	MCP44	MCP44	EA	70				
780732	Pipe, ABS, 4", Coupling, Reducer, 4"x3"	ADW VRPM	A3026	EA	36				
780735	Pipe, ABS, 4", RH Plug	ADW VCOP	A3054	EA	216				
780737	Pipe, ABS, Sanitary Tee, 4"x4"x3"	ADW VSTPPM	A2136	EA	2				
780740	Pipe, ABS, 4", Slip Cap	ADW VSCAPP	A3084	EA	4				
780745	Pipe, ABS, 4", Street Bend, 1/8	ADW VS4P	A2404	EA	30				
780750	Pipe, ABS, 4", Street Bend, 1/16	ADW VS2P	A2564	EA	33				
780755	Pipe, ABS, 4", Tee	ADW VSTP	A2154	EA	51				
780760	Pipe, ABS, 4", 20' Length	A40FCPP20	ABS4	EA	109				
780765	Pipe, ABS, 4", Wye	ADW VYP	A2304	EA	14				
780770	Glue, ABS, Pint	I11032	IPS2773PT	EA	3				
780771	Glue, ABS, Quart	I11031	IPS2773QT	EA	33				
780775	Pipe, ABS, 3", 20' Length	A40FCPM20	ABS3	EA	4				
780790	Pipe, ABS, 3", Bend, 1/6	ADW V6M	A2603	EA	1				
780800	Pipe, ABS, 3", Bend, 1/16	ADW V2M	A2553	EA	1				
780805	Pipe, ABS, 3", Street Bend, 1/8	ADW VS4M	A2403	EA	1				
GRAND TOTAL									

**CITY OF SAN JOSE**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**NOTICE:** The Terms and Conditions listed below are the Terms and Conditions on the back of the City's Purchase Order. These are the only Terms and Conditions the City will agree to. The City has NO intention of negotiating these. If your company is not able to agree to these Terms and Conditions please do NOT respond to any Request for Quotation (RFQ). If your company has any question about these, you should ask the Buyer responsible for the RFQ at least two (2) business days prior to the RFQ due date.

---

1. **DEFINITIONS:** The words "Buyer" and "City" shall mean the City of San Jose or any department thereof.
2. **DATA AND FACILITIES:** Seller acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable Seller fairly to determine its ability to perform work called herein at the price and in accordance with the schedule set forth. Seller represents that it now has or can readily procure without assistance of Buyer all facilities, machinery and equipment necessary for the performance of this purchase order.
3. **PACKING AND SHIPPING:** Deliveries shall be made as specified without charge for boxing, crating, carting or storage unless otherwise specified, and articles shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for each destination at no extra charge.
4. **CONTRACT:** This purchase order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Seller either by acknowledgement or commencement or performance. Any terms or conditions (including price and delivery dates) proposed by Seller in accepting Buyer's offer, which are inconsistent with or in addition to the terms and conditions set forth, shall be void and no effect unless and to the extent expressly accepted by Buyer in writing.
5. **TAXES:** Seller shall separately state on all invoices any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however, where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes, except for the excise tax on gasoline. Total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable by Buyer.
6. **PRICES:** Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for items which are the same or substantially

similar to the articles, taking into account the quality of the articles, and Seller will forthwith refund any amounts paid by Buyer in excess of such price.

7. **PAYMENT:** Payment shall not be due until completion of order unless City agrees in writing to other terms and conditions. No payment shall represent a waiver of City's right to inspect for defects.
8. **CASH DISCOUNT:** THE DATE USED AS THE BASIS FOR CASH DISCOUNT CALCULATION IS THE DATE THE ORDER IS COMPLETED OR THE DATE AN ACCEPTABLE INVOICE IS RECEIVED, WHICHEVER IS LATER.
9. **WARRANTY:** Seller warrants that all articles will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its users of the articles and shall not be deemed to be exclusive. Buyer's inspections, approval, acceptance, use of payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.
10. **DEFAULT:** Buyer may, by written notice to Seller, cancel for default this purchase order, in whole or from time to time in part: (I) if the Seller fails to deliver the articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the Seller becomes insolvent or commits an act of bankruptcy. If this purchase order is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller the amount by which the costs of fabricating or procuring the articles cancelled from another source exceed the price specified herein, and Buyer may set off any such charge against any amounts which may become payable to Seller under this purchase order or otherwise. Upon such cancellation Seller will deliver to Buyer any of the articles, parts or materials, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel this purchase order for delay in delivery, Seller shall not be liable to Buyer for any damages therefor: (I) Seller's delay is due to causes beyond its control, and without its fault or negligence, provided Seller promptly notifies Buyer of the conditions causing delay or, (ii) Seller's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of causes beyond the control of both Seller and subcontractor or supplier and without the fault or negligence of either of them, and the articles or services to be furnished by the were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.
11. **CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by the purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of General Services or director's authorized designee. Upon receipt of any such notice, Seller shall promptly make the changes in accordance with the terms of the notice. If any such change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the

purchase order modified in writing accordingly. Seller shall promptly deliver to Buyer, and in any event within (30) days after receipt of such notice, a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Seller to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

12. **TERMINATION:** The performance of work under this purchase order may be terminated in whole or from time to time in part by Buyer. City's Director of General Services is empowered to terminate this purchase order on behalf of City.

13. **COMPLIANCE WITH LAW:** Seller shall in performance of this purchase order comply with all applicable laws and regulation of the City and of the State of California.

14. **GOVERNING LAW:** City and Seller agree that the law governing this Agreement shall be that of the State of California.

15. **VENUE:** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

16. **ASSIGNMENT OF CONTRACT:** Seller shall not assign any of the work to be performed under this purchase order nor shall Seller subcontract for completed or substantially completed articles or major components thereof without Buyer's prior written consent. Seller may assign monies due under this purchase order. Buyer will recognize such assignment, to the extent permitted by law, if Buyer is given proper notice thereof. Any assignment shall be subject to set-off or recoupment for any present or future claim which Buyer may have against Seller.

17. **WAIVERS:** Failure by Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this purchase order, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such item, covenant or condition or the future performance shall continue in full force and effect.

18. **NON-DISCRIMINATION:**

a. **Prohibition on Discrimination and Preferential Treatment.**

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, condition, or privileges of employment, subcontracting and purchasing.

Noting herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

b. **Compliance Reports.**

If directed by the Director of Equality Assurance of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the forms and filed at such times as

may designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether Contractor or its subcontractor is complying with the nondiscrimination and non-preference provision of this Agree and Chapter 4.08 of the Municipal Code.

c. Failure to Comply With Nondiscrimination Provisions

If the Director of Office of Equality Assurance determines that the Contractor has not complied with the nondiscrimination or non-preference provisions of this agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontracts.

Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this agreement so that such provisions are binding upon each of its subcontractors.

e. Waiver of Non-discrimination Provisions.

The non-discrimination provisions of this agreement may be waived by the Director of Office of Equality Assurance, if Director of Office of Equality Assurance determines that the Contractor has its own non-discrimination requirements or is bound in the performance of this agreement by the non-discrimination requirements of another government agency, and the non-discrimination provisions of the Contractor or other government agency are substantially the same as those imposed by the City.

19.GIFTS: Contractor represents that it is familiar with the City's prohibition against the acceptance for any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. Contractor agrees not to offer any City officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this service order by Contractor. In addition to any other remedies City may have in law or equity, City may terminate this service order fir such breach.

20.WARRANTY AGAINST INFRINGEMENT: If any article sold hereunder is covered, or is purported to be covered, by any patent or copyright, Seller agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against it by any and all suits, claims, judgements and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by City in violation or claimed violation of any rights under patent or copyright.

21.INDEMNITY: Seller agrees to defend, indemnify and hold harmless the City. Its officers, agents, and employees, from any and all claims and liability, including expenses, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees, in the performance of this purchase order.